UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES NEW YORK BRANCH OFFICE

ARMOUR-ECKRICH MEATS, LLC

and

Case No. 14-CA-117650

YESSICA Y. PANAMENO, An Individual

Michael Werner, Esq., Counsel for the General Counsel. Kurt Larkin, Esq. and Austin Brayley, Esq., Hunton & Williams, LLP, Counsel for Respondent.

DECISION

Statement of the Case

Joel P. Biblowitz, Administrative Law Judge: This case was heard by me on June 24, 2014 in Omaha, Nebraska. The Complaint herein, which issued on February 28, 2014, was based upon an unfair labor practice charge and an amended charge that were filed by Yessica Panameno on November 22, 2013¹ and February 21, 2014. The Complaint alleges that Armour-Eckrich Meats LLC, herein called the Respondent, by its supervisor and agent Gregory Sarceno, threatened an employee with discharge because of the employee's union activities, and that on about November 1 it suspended Panameno and on about November 13 discharged her, because she engaged in union and other concerted activities, in violation of Section 8(a)(1) and (3) of the Act.

I. Jurisdiction and Labor Organization Status

Respondent admits, and I find, that it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and that United Food and Commercial Workers' Union, Local 293, herein called the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

II. Background

Pursuant to a Joint Stipulation of Facts as well as accompanying exhibits, the evidence establishes that the Union is the collective bargaining representative of a bargaining unit at the Respondent's facility in Omaha and that Panameno, who was employed by the Respondent beginning in October 2000, was a member of that bargaining unit. The most recent collective bargaining agreement covering this unit is effective for the period August 7, 2011 through August 5, 2015. Panameno was discharged on October 31, 2012 for allegedly telling a coworker that a bomb was going to explode at the plant, a violation of the Respondent's work rules regarding workplace violence. The Union filed a grievance contesting Panameno's discharge and the parties resolved this grievance prior to the arbitration with a Last Chance Agreement dated July 18, herein called the Agreement, and Panameno returned to work on August 5 where she remained until she was suspended and discharged on November 1 and November 13. After reciting the facts that lead to her discharge on October 31, 2012, the Agreement states:

¹ Unless stated otherwise, all dates referred to herein relate to the year 2013.

However, in recognition of your previous service to Armour-Eckrich, and in consideration for your promises made below, the Company is willing to rescind your termination and allow your return to employment, under the last chance conditions set forth below.

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The agreement provides that she will return to work with full seniority and receive \$15,000 back pay for her time out of work. In return, she agreed to acknowledge, in writing, the Respondent's Code of Business Conduct and Ethics Policy, its Workplace Violence Policy, and its Work Rules and Plant Critical Rules. The Agreement further states that should she violate any of these rules within one year from the date of the Agreement, her employment will be terminated immediately.

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Determination regarding whether any such violation has occurred, or whether you have behaved in a manner that creates or contributes to a hostile working environment, will be in the sole discretion of the Company. However, any decision by the Company that you have violated the terms of this Agreement must be based on credible evidence.

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cannot be appealed, grieved or arbitrated under any grievance, arbitration or appeal procedure that would otherwise be available under the existing contract.

III. October 31

The Agreement also states that if she is terminated for violating the Agreement, the termination

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Panameno, who operated a pepperoni slicing machine at the Respondent's facility, was suspended on November 1 and discharged on November 13 for, Respondent defends, not paying attention to the slicing procedure, and keeping her machine running while it was improperly slicing the pepperoni, requiring a large amount of the product to be reworked. Counsel for the General Counsel alleges that this was a pretext and that the real reason for her suspension and discharge was that the Respondent was angry that she grieved her prior termination with the Union and was reinstated pursuant to the Agreement.

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Panameno was employed as a slicer on the Tiromat 3 line at the facility. There are usually four or five employees on each production line. The pepperoni log is placed on the machine where it is sliced into small pieces and goes to a conveyor belt where it is packaged, boxed, placed on a pallet and sent to the shipping department. On the day in question a large amount of the product had to be reworked because it was not sliced properly and included numerous "pieces and tails." The Respondent does not allege that Panameno was responsible for the poor quality of the slices. Rather, it argues that she should have seen the problem and should have immediately shut down the slicing machine in order to minimize the out of spec product being produced. Instead, the machine continued to produce improperly sliced pepperoni for about fifteen minutes.

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On October 31, Panameno and the other employees on the Tiromat 3 line took their lunch break from 11:15 to 11:45. She testified that the "problem started at 11:55." At that time she noticed that the pepperoni slices were coming out with a thread, or what the company calls tails. She immediately stopped the machine and unsuccessfully attempted to sharpen the slicing blade and determined that it was a mechanical problem that she could not fix and went to look for somebody who could fix it. At the same time, Dalila Arevalo, one of the other employees on her line, told her of the problem, and she told her that she already saw it and was looking for someone to repair it. She could not locate anybody in the supervisor's office or the mechanics' office, but she did locate a mechanic on one of the other production lines. She could not remember his name, only that he was "a big guy" and he told her that the procedure is for her to contact her supervisor, who then calls the mechanic to repair the machine. She then saw Chanh

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Sisavanh, who is employed as a Quality Assurance Tech by the Respondent and Panameno told her of the problem with the slicer and she testified that Sisavanh told her that the machine had been a problem since the prior day and that she should not turn on the machine because everyone knew that it was broken.² Sisavanh testified that on the prior day she had told Panameno that there was a problem with the slicer: "Not that day. It was the day before." Charles Hinsley, who is a Union steward, was the operator for the Tiromat 3 line that day, and Gregory Sarceno was her supervisor, but she testified that she did not see either of them at the time to report the problem.

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Sisavanh testified that she makes regular checks on the slicing machines for slicer count, diameter and temperature and at 11:59 on the day in question when she went to Panameno's machine it was still operating and she observed that the product was "out of spec," meaning that it was cut in the form of a triangle and was moving down the line in front of Panameno. When she previously checked the slicer earlier that day it was operating properly. When Sisavanh saw this she told Panameno to stop the machine and asked her why she was still operating the machine, but could not recollect if Panameno responded. Sisavanh then went to the dock to retrieve the pallets containing the sliced pepperoni because some of them would be out of spec, and she put a pallet and a half, one hundred thirty nine cases, on hold pending an inspection. She then called Hinsley and Sarceno to come to the machine to make them aware of the problem and called a mechanic to fix the problem. Her testimony about her inspection of these cases is not very clear as to whether she inspected all of them, all of them randomly, or just some of the cases that she had placed on hold to determine if they were acceptable or had to be reworked. Of the partial pallet of thirty nine boxes, she testified that they were all bad, although it is not clear what her inspection of the full pallet revealed. After the mechanic completed fixing the situation at about 12:15. Sisavanh again asked Panameno why she was running the machine after she saw the problem, but she never answered.

Hinsley testified that on October 31 he was covering Tiromat 3, where his responsibility was to see that they were "running a good product." He first learned of the problem from Arevalo, but he could not understand what she was saying, but then Sisavanh met him at 11:54 and told him that the machine was producing out of spec products and Sisavanh showed them to him. Hinsley then called Steve Shank, a mechanic, to fix the problem. He testified that he has worked as a slicer operator and it is the slicer operator's responsibility to make sure that out of spec product is not sent through the line and packaged. Once Shank sharpened the slicing blade, production resumed at about 12:15.

Sarceno testified that he learned of the problem from Sisavanh, who called him on the radio and told him to go to the Tiromat 3 line. When he arrived, she told him that the packages of pepperoni contained a lot of ends and pieces and that she was putting the line on hold. He then asked Panameno what happened and she said, "Nothing." He then saw Hinsley, and asked him what happened, and Hinsley said that he had not been told anything, and Sarceno said that they would have to examine the packages to determine what to do with them. He then called his superior, Mike Larrison, Operations Manager, and told him about the situation. He testified that the slicer operator is primarily responsible for being certain that a quality product is produced: "Because that person is right there."

Larrison testified that the slicer's obligation includes loading the pepperoni logs on the machine, carefully monitoring the machine and raking off the ends and pieces³ into the rework

² Counsel for the Respondent objected to this as hearsay and it is not taken for the truth.

³ The first and last slice of the logs are not used because one has a rounded end and one Continued

tub. When out of spec products are produced they are "reworked" in order to get the meat back into the system. With pepperoni, it is reground, gets added in at two percent of the batch and then returns to the system. That is what they had to do with the out of spec pepperoni produced by Panameno's machine on October 31. The slicer has a red on and off switch that should be used by the employee if there is any problem requiring that the machine stop production temporarily. In addition, there is a foot pedal that can be employed to slow the machine in order to rake off pieces into the rework bin. After the pepperoni goes through the slicer it goes to a shaker table where the smaller products fall through for rework. Originally, one hundred thirty nine cases of pepperoni, or 1,390 pounds were placed on hold, but after inspection, it was found that one hundred thirty two did not include any "bad product" and were shipped, while seven boxes had to be reground and reworked and this process was completed on November 6. He testified that although the Respondent was never able to determine what caused the product to be out of spec, "The one thing we do know is that the product should have never gotten down the line into the package to begin with." He testified that it wasn't only the downtime that this mistake cost: rather the Respondent needs to be certain that they are producing and shipping the best product: "...we are not the cheapest...our pepperoni is very expensive and the only way we can keep our customers is by having good quality go out..." After reviewing this incident, Larrison ordered an investigation of the matter to determine who was responsible.

IV. The Investigation

Linda Lough, Respondent's HR Manager, testified that she first learned of the October 31 incident from telephone conversations with Larrison and Sarceno. She began her investigation by meeting on the following day with Panameno, Sarceno, Nubia Zepeda, an HR Coordinator and translator, and Hinsley, the Union steward, who was there at her request. At the start of the meeting she told Panameno that there was a problem with her work on the prior day that resulted in one hundred thirty nine cases being placed on hold. She asked Panameno if she was aware of that happening and she said that she was, but that she had told Hinsley about it. Lough asked Hinsley if he knew about it as stated by Panameno and he said that he didn't, that it was Sisavanh who told him of the problem. At the conclusion of the meeting she gave Panameno a Disciplinary Action form stating that she was suspended pending an investigation of the prior day's incident. This is a normal procedure employed by the Respondent. If the investigation establishes that the employee was not at fault, he/she is reinstated with back pay. During her subsequent investigation, Lough obtained written statements from Sisavanh, Arevalo and Hinsley. She asked each individually if they would be willing to give her a written statement of the events of October 31, they each agreed, and she met individually with them while they prepared their statements. Sisavanh's written statement briefly states what she testified to as described above. Arevalo, who did not testify, gave a handwritten statement that is difficult to understand. According to Lough's notes (which appear to match the handwritten statement), Arevalo stated that she noticed the pieces and tails coming from Panameno's slicer, but that it was prior to the 11:15 to 11:45 break, and she tried to tell Hinsley about the problem, but he didn't seem to understand and Panameno told her that she knew about it and that is why she stopped the machine. Hinsley's statement states that he learned of the problem after the lunch break from Sisavanh and that he got Shank to sharpen the blade; Panameno never told him that there as a problem. At the conclusion of her investigation Lough forwarded her summary of the investigation to the corporate HR office together with the statements that she had obtained. Her summary states that in her November 1 interview with Panameno, she asked her if she knew that there was a problem with the product coming from the slicer, and she said that she did, but that she told Hinsley when she saw it. Lough asked Hinsley if Panameno told him of the

has a pointed end, and they have to be reworked.

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problem, and he said that she didn't; Sisavanh did. Lough asked Panameno if she was watching the meat and she said that she checked it every fifteen minutes; Sarceno told her that she should have been checking it all the time.

Lough testified that as part of her investigation he reviewed company documents involving Tiromat 3, including the Acceptable Quality Limit Inspection Form for October 31. This form states that Sisavanh and Hinsley inspected the pepperoni produced by Tiromat 3 at 10:53 and 11:13, prior to the break that day, and that at those times there were no problems with the product. In addition, on either November 1 or 2, Sarceno brought her two bags of the out of spec pepperoni produced by Tiromat 3 on October 31.

Panameno testified that she was called to Lough's office at 8 a.m. on November 1; Sarceno, Zapeda, Lough and Larrison were there as well. Lough said that she needed to talk to her, and Panameno said that she wanted a representative that spoke English and Spanish so that she could understand what was being said, but Lough told her that she did not have the right to decide or to pick a steward; that Lough would pick the steward that she wanted. After that, "I stayed quiet." The next thing was that Lough "...said that I was suspended or let go because I had violated a rule." Lough then said that she had broken a caliper, which measures the meat. She next testified:

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Mr. Chucky [Hinsley] asked..."What was the motivation?" And Ms. Linda [Lough] said that I signed some papers, and Mr. Chucky said, "Show me them," and she showed them to him. And Mr. Chucky turned and looked at me in the face, and that is all that happened.

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She testified that at the conclusion of the meeting Lough told her that she was terminated:

A Yes, she confused me and I asked her if I was suspended or terminated.

Q And you said yesterday that she said that you were terminated.

A That I had to bring my stuff from the locker and I had to go.

Panameno was then showed the Disciplinary Action dated November 1, which states that it is a suspension pending investigation. She was asked if she was given this document during the meeting and she testified that it was given to Hinsley, not to her. When it was pointed out to her that next to her signature line, it states, "refused to sign" she testified:

A Yes, because I didn't agree.

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Q So she did hand you the document?

A No, she didn't give it to me; she gave it to Chucky.

After Panameno testified, Lough returned to testify that she never stated at the meeting that Panameno did not have a right to have a different steward, nor did she say that she would be the person who decided who her steward would be.

Hinsley testified that he attended the meeting in Lough's office on November 1; he was

⁴ Respondent states that this did not contribute to the decision to discharge Panameno.

asked to attend by Sarceno. His recollection of the meeting is vague. All he could recollect was that Lough told Panameno that she was being disciplined and sent home pending a further investigation. He cannot remember if Larrison was at the meeting and is unaware of whether Panameno requested a different steward at the meeting. He does not remember Lough saying anything to Panameno about her right, or lack of right, to choose a steward, and does not recall Panameno stating at the meeting that she attempted to tell him of the problem with the slicer. After the meeting he was asked to write a statement as to what occurred on October 31, and he did prepare such a statement, on his own.

Sarceno attended the November 1 meeting with Lough, Zepeda, Panameno and Hinsley and testified that at the meeting, Lough asked what occurred on the prior day and asked Panameno how often she checks the product, and Panameno said every fifteen minutes. Sarceno then said that she should be checking all the time to be sure that the product is coming out properly. At the conclusion of the meeting, Lough told her that she was going to be sent home pending a further investigation. He testified that at this meeting Lough never said that she had no right to pick her steward, or that Lough would decide who the steward would be. In addition, Lough never told her at that meeting that she was fired. After the meeting, Lough asked him to obtain statements about the prior day's incident from Sisavanh and Hinsley, and he also provided a statement of his own, but did not participate in the decision to discharge Panameno.

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At the conclusion of her investigation, there was one conflict that Lough had to determine and that was Arevalo's statement that she notified Hinsley about the problem before the lunch break on October 31. This statement was not supported by any other statement, and is contradicted by the fact that Hinsley and Sisavanh inspected the products at 11:13 and found that they were good quality. As their statements contradicted Arevalo's, she did not credit Aravelo's statement and found that Sisavanh stopped the line at 11:59. She then met with Larrison and Brian Green, Respondent's Director of Manufacturing, and determined that Panameno's poor performance on October 31 was a valid reason for discharging her pursuant to the terms of the Last Chance Agreement, and she was notified of the discharge on November 13. Although Sarceno participated in the investigation, he did not participate in the decision to discharge Panameno.

Larrison read the statements that Lough had obtained, as well as her notes and they agreed that they would forward a recommendation to the Respondent's corporate office that Panameno be discharged. The only conflict in the investigation was Arevalo's statement placing the time at before the lunch break. However, when he saw that Sisavanh and Hinsley had approved the products at that time, and that their statements stated that the problem began after the lunch break, he discredited her statement.

V. Additional Facts

Lough testified that the Union has represented certain of the Respondent's employees for a period of time before she began her employment with the Respondent, four and a half years ago. She described it as "…a very good relationship. They…of course are the advocates for the employees, which they should be, but we get along very well." She was not angry or upset with Panameno or the Union for grieving her discharge in October 2012 and she was involved in the pre-arbitration settlement that brought Panameno back to work pursuant to the Last Chance Agreement. She testified that the Respondent agreed to this because of the uncertainties of arbitrations and the fact that Panameno was a long term employee and the Last Chance Agreement would give her another chance. After the Agreement was signed, Lough met with managers and supervisors in July and told them that Panameno was to be treated the

same as all other employees and was not to be harassed or treated poorly in any way and she was to be notified if she was treated poorly. After Panameno returned to work on August 5, neither she, nor anyone else in management, to her knowledge, instructed supervisors to monitor Panameno more closely than other employees. Larrison testified that although he was not involved in the decision to reinstate Panameno, he was "neutral" about the decision and was "...in a way happy, because I was getting a qualified Slicer Operator back that is an employee that is not easy to train. It takes you up to ninety days, sometimes up to six months to get a Slicer Operator to be totally up to speed..." At a meeting in July with upper management and supervisors, they were told that there was to be no retaliation to any employee returning to work. Sarceno testified that he was not involved in the decision to settle the arbitration and return Panameno to work, but he was not unhappy that the case had been settled in that manner. Lough directed all supervisors that there was to be no retaliation with any employee returning to work, and that Panameno was not to be monitored closely after she returned. Green testified that in July, he and Lough addressed the management at the facility and told them that there was to be no retaliation toward Panameno.

The Respondent introduced evidence of another Last Chance Agreement with Daniel Anderson. He was suspended on November 26, 2012 for insubordination toward a supervisor. and in consideration of "his tenure with the Company," the parties entered into a Last Chance Agreement dated November 30, 2012 which provided that he would be returned to work and as long as he did not violate any policies regarding insubordination during the following twelve months, he would retain his employment. Lough testified that the Respondent agreed to this after the Union grieved the termination, and Anderson completed the twelve month period without incident and is still employed by the Respondent. In addition, on January 15, the Respondent entered into a Last Chance Agreement with Hugo Salazar, who had been discharged on January 4 for violation of certain food safety regulations. At the Union's request the Respondent agreed to a Last Chance agreement for him similar to Panameno's, but without back pay. On March 19, it was determined that he had again violated food safety regulations and he was discharged pursuant to the Agreement. Respondent introduced into evidence forty six Disciplinary Actions given to employees, including one each to Panameno, Hinsley and Sisavanh, between 2011 and 2013. Finally, Lough testified that in the five year period preceding Panameno's termination, the Respondent, as part of a settlement with the Union, mitigated the terms of discipline in seventeen cases, and fourteen of these employees are currently employed at the facility, although these seventeen situations did not involve Last Chance Agreements.

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VI. Sarceno and Panameno

The Complaint alleges that the Respondent, by Sarceno, threatened an employee with discharge because of her Union activities. Panameno testified that after she returned to work pursuant to the terms of the Agreement, Sarceno was "aggressive, violent and very discriminatory" toward her, and everything that she did was bad. At a meeting on August 6, apparently attended by a steward who spoke English and Spanish, he told her that her voice and laugh bothered people and that she looked like a witch. In addition, on August 26, Sarceno came to her work station and asked her why meat was thrown on the floor and she said that she didn't know. He slammed the door covering the blade, walked away and returned a few minutes later and took pictures of the area. He then put his hand on her face, followed her as she walked to the ladies' room, and told her, "I will get you out because I will get you out, little Honduran." 5

⁵ Panameno filed a charge with the Nebraska Equal Opportunity Commission on December 13 alleging that she was discriminated against due to her national origin (she is Honduran). This charge was dismissed.

She also testified that in October 2012 she saw Sarceno harassing another employee, "Sylvia," and, "After that the persecution started and he started making things up." Hinsley testified that he never saw Sarceno threaten, harass or use offensive language with Panameno, nor did he hear Sarceno making negative comments about the Union. Sisavanh also testified that she never witnessed Sarceno making any threatening comments to Panameno, or make any negative comments about the Union or her Union activity.

Sarceno testified that he was aware that Panameno was fired in 2012, that the Union grieved the discharge and that she was returned to work in July pursuant to the Agreement. He was not involved in the decision that resolved the matter and was not mad that the Respondent had settled the case by bringing her back. Shortly after her return, Lough instructed all the managers and supervisors that there was to be no retaliation of her and Lough never told him to monitor her work more closely after she returned to work. Further, he never said that he would find a way to get rid of her, nor did he make any disparaging remarks about her Honduran ethnicity. As regards the August 26 incident that Panameno testified about, he testified that on that day the lady who cleaned the floor told him that there was an excessive amount of meat on the floor opposite the slicer. He went to look at it and saw the meat on the floor and asked Panameno, "What happened?" and she said, "Everything is okay." He then went to the office to get a camera to photograph the meat on the floor, which is a normal procedure if an employee is not doing the work correctly, or if the machine is not operating as it should, but he did not report her for this situation. He testified as well, that he never said that her laugh was offensive and offended people, and that it looked like a witch.

VII. Analysis

The initial allegation is that Sarceno threatened Panameno with discharge because of her Union activities. The sole Union activity herein is the Union's action in getting her reinstated pursuant to the Agreement and there is no evidence that Sarceno threatened her because of that. Rather, the only threat that he allegedly made to her was to get her out because she was Honduran, and this was the basis of her charge with the Nebraska Equal Opportunity Commission, which charge was dismissed. Even if Sarceno made this statement to her, as there is no evidence that he threatened her because she returned to work pursuant to the Agreement, I recommend that this Section 8(a)(1) allegation be dismissed.

The principal allegations are that Panameno was suspended on November 1 and discharged on November 13 because of her Union activities. Under *Wright Line*, 251 NLRB 1083 (1980), the initial inquiry is whether Counsel for the General Counsel has made a *prima facie* showing sufficient to support the inference that protected conduct was a "motivating factor" in Respondent's decision. If that has been established, the burden then shifts to the Respondent to establish that it would have taken the same action even in the absence of the protected conduct.

The sole alleged protected conduct herein was the Union's action in grieving Panameno's discharge and getting her returned to work pursuant to the Agreement, which provides that she was to be reinstated and given \$15,000 backpay, but that if she violated any plant rule within one year, she could be terminated immediately, and this determination was to be "in the sole discretion of the Company." There is no evidence that the Respondent was angry with her because of this settlement or that it decided to look for an excuse to fire her again, because of this settlement, or that it suspended and then discharged her in retaliation for being reinstated pursuant to the Agreement. Rather, the evidence establishes that it was her responsibility to turn off the machine when she observed, or should have observed, the poor quality product that it was producing. For whatever reason, she did not do so and let it continue

for about fourteen minutes, resulting in product that had to be reworked. I make these findings even though there were minor inconsistencies in the testimony of both Sisavanh (the extent of her examination of the one hundred thirty nine cases) and Sarceno (the amount of time that the slicer was down). The only evidence of animus was Panameno's testimony that Sarceno said that he would get rid of her, "you little Honduran." I need not make a credibility finding as to whether this statement was made (although the Nebraska EEO apparently did not credit it) because I credit the testimony of the Respondent's witnesses that Sarceno did not participate in the decision to suspend and then fire her on November 1 and November 13.6 Further, in a similar situation, the evidence establishes that Anderson was reinstated pursuant to an Agreement in 2012 and is still employed by the Respondent a year and a half later, and that the Respondent has mitigated the discipline of numerous other employees without any obvious animus, leaving unanswered the question, why they were angry with Panameno for returning to work pursuant to the Agreement, and not Anderson and the others.

As Counsel for the General Counsel has not sustained his initial burden under *Wright Line*, I recommend that the Complaint be dismissed in its entirety.

Conclusions of Law

- 1. The Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.
 - 2. United Food and Commercial Workers' Union Local 293 has been a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent did not violate Section 8(a)(1) and (3) of the Act as alleged in the Complaint.

On these findings of fact, conclusions of law and based upon the entire record, I hereby issue the following recommended⁷

ORDER

It is recommended that the Complaint be dismissed in its entirety.

Dated, Washington, D.C. August 4, 2014

Joel P. Biblowitz Administrative Law Judge

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⁶ I did not find Panameno's testimony about the November 1 meeting credible. She testified that Lough told her that she was terminated, yet she admitted that she refused to sign (and therefore obviously saw) the suspension pending investigation at the meeting. Further, I do not credit her testimony that Lough told her that she did not have the right to choose a steward, that she would pick the steward that she (Lough) wanted.

⁷ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.